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County of Los Angeles INTERNAL SERVICES DEPARTMENT

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September 13, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 September 13, 2016

A handwritten signature in cursive script, reading "Lori Glasgow".

LORI GLASGOW
EXECUTIVE OFFICER

REQUEST FOR APPROVAL AND AWARD OF MAIL PROCESSING SERVICES CONTRACT (ALL DISTRICTS – 3 VOTES)

SUBJECT

Request approval to award and execute a contract with Novitex Enterprise Solutions, Inc. to provide mail processing services, including mail metering, barcoding, as-needed drivers and mail services consulting for County departments.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that mail processing services can be more economically performed by an independent contractor than by County employees.
2. Approve and instruct the Chair to sign the attached contract with Novitex Enterprise Solutions, Inc. (Attachment 1) to provide mail processing services effective October 13, 2016 for a period of four years, with two two-year renewal options and six month-to-month extensions for a maximum total contract term of eight years and six months, for an estimated annual cost of approximately \$295,000.
3. Authorize the Director of Internal Services Department (ISD), or designee, to exercise the renewal options and month-to-month extensions in accordance with the attached contract, approve necessary changes to scope of services, and execute applicable contract amendments should the original contracting entities merge, be acquired, or otherwise have a change of entity.

4. Authorize the Director of ISD, or designee to increase the contract amount up to an additional ten percent to allow for any possible cost of living adjustments in accordance with County policy and terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD currently contracts for mail processing services for County departments through a contract that expires October 12, 2016. Contracted services include mail metering, barcoding, as-needed drivers and mail services consulting. The recommended actions will ensure that mail processing services continue with no lapse in service. The recommended contractor is Novitex Enterprise Solutions, Inc.

To meet the operational needs of ISD's client departments, there may be occasions during the term of the contract when the scope of service must be changed. Approval of recommendation No. 3 will provide ISD with the ability to effectively manage these situations.

Implementation of Strategic Plan Goals

The recommended contract supports the County's Strategic Plan Goal No. 1, Operational Effectiveness/Fiscal Sustainability by maximizing the effectiveness of the County's processes and operations to support timely delivery of customer oriented and efficient public service by providing efficient and responsive mail processing services countywide, as well as reducing postal costs for the County.

FISCAL IMPACT/FINANCING

The Contractor will be paid directly by County departments for providing mail processing services and for postal fee recovery. Departments have budgeted for the cost of these services in their FY 2016-17 budget and will continue to budget for these services in future fiscal years. The estimated annual cost for the recommended contract, exclusive of postal fee recovery, is \$295,000.

ISD conducted a cost analysis to ensure the contract is cost effective, a summary of which is attached (Attachment 2).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. The as-needed driver services are authorized under California Government Code Section 31000.4. All other contracted services are authorized under County Code 2.121 and are subject to the Living Wage Program (County Code Chapter 2.201). The contractor will pay its non-exempt employees the applicable hourly living wage rates for the term of the contract.

The contract rates are fixed for the initial four-year term of the contract. The contract allows for a Cost of Living Adjustment (COLA) increase during the option years, if the option years are exercised by the County. The COLA language in the contract complies with your Board's directive that COLA's for Living Wage contracts be limited to only the non-labor costs associated with the contract, unless the Contractor can demonstrate an increase in labor cost.

CONTRACTING PROCESS

On December 30, 2015, ISD released a Request for Proposals (RFP) for Mail Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" website (Attachment 3). Notice of the RFP was sent by electronic mail to 342 vendors registered with the County (Attachment 4). In addition, the contracting opportunity was advertised in the following publications: Los Angeles Times, Long Beach Press Telegram, and La Opinion (Spanish language newspaper).

The mandatory proposer's conference was held on January 20, 2016. On February 23, 2016, two proposals were received. Each proposal was reviewed for responsiveness and compliance with the minimum requirements stated in the RFP. One proposal was disqualified due to non-responsiveness.

The proposal that met the minimum requirements was evaluated by a committee in accordance with the evaluation process identified in the RFP.

A summary of Community Business Enterprise Program information for the recommended contractor is attached (Attachment 5). On final analysis and consideration of the award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended contract will allow the County to continue to provide quality mail processing services for various County departments throughout the County of Los Angeles and will ensure continued cost savings for the County with no disruption in service.

CONCLUSION

The Executive Office of the Board of Supervisors is requested to return two stamped and signed copies of the approved contract to the Chief Deputy Director of ISD.

The Honorable Board of Supervisors

9/13/2016

Page 4

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "D Chittenden", with a stylized flourish at the end.

DAVE CHITTENDEN

Chief Deputy Director

DC:JS:YY:ct

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
Chief Operating Officer
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NOVITEX ENTERPRISE SOLUTIONS, INC.

FOR

MAIL SERVICES

78528

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
NOVITEX ENTERPRISE SOLUTIONS, INC.
FOR
MAIL SERVICES**

This Contract ("Contract") made and entered into this 13th day of September, 2016 by and between the County of Los Angeles, hereinafter referred to as County and Novitex Enterprise Solutions, Inc., hereinafter referred to as "Contractor". Novitex Enterprise Solutions, Inc. is located at 300 First Stamford Place, 2nd Floor West, Stamford, CT 06902.

RECITALS

WHEREAS, the County may contract with private businesses for mail services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Mail Services; and

WHEREAS, the County desires to employ Contractor to provide Services to various County departments; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Mail Services; and

WHEREAS, this Contract is therefore authorized under California Government Code Section 31000.4, which authorizes the Board of Supervisors to contract for temporary services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

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1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Staffing Plan
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Living Wage Ordinance
- 1.12 EXHIBIT K-1 - Living Wage Rate Annual Adjustments
- 1.13 EXHIBIT L - Payroll Statement of Compliance

SB 1262 - Nonprofit Integrity Act of 2004

- 1.14 EXHIBIT M - Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board:** The term "Board" shall mean County's Board of Supervisors
- 2.2 **Business Day(s):** The term "Business Day(s)" shall mean business day(s) which is Monday through Friday, exclusive of holidays observed by the County. Any use of the term "day(s)" or "Day(s)" by itself shall mean calendar day(s).
- 2.3 **CASS:** The term "CASS" shall mean Coding Accuracy Support System which enables mailers to measure and diagnose internally written, commercially-available, address-marching software packages.
- 2.4 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.5 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.6 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 **County Contract Director:** Person designated by County with authority for County on contractual matters relating to this Contract.
- 2.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.9 **County Project Director:** Person designated by County with authority on administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

- 2.10 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 **Director:** The term "Director" shall mean the Director of ISD or his or her designee.
- 2.13 **Effective Date:** The term "Effective Date" shall mean the date as of which this Contract takes effect.
- 2.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.15 **Internal Services Department (ISD):** The term "Internal Services Department" or "ISD" shall have the meaning set forth in the recitals.
- 2.16 **Living Wage Program:** The term "Living Wage Program" shall have the meaning set forth in Paragraph 9.1 (Compliance with County's Living Wage Program).
- 2.17 **Mailpiece(s):** The term "Mailpiece(s)" shall mean any letter, Parcel, package, Express Mail, etc. for USPS mailing.
- 2.18 **MASS:** The term "MASS" shall mean Multiline Accuracy Support System which is an extension of CASS used to improve the accuracy of postal codes that appear on the mail.
- 2.19 **MQC training:** The term "MQC training" shall mean Mailpiece Quality Control training which is training developed by USPS to assist mailers, printers, and mailing services to increase knowledge of proper Mailpiece design for the purpose of significantly reducing postage costs and improving product deliverability.
- 2.20 **Services:** The term "Services" shall have the meaning set forth in the recitals.
- 2.21 **User Department:** The term "User Department" shall mean the County department utilizing Services through this Contract.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be four (4) years commencing on October 13, 2016, after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional two-year periods and six (6) month to month extensions, for a maximum total Contract term of eight (8) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or his or her designee, as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify Internal Services Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Internal Services Department at the address herein provided in Exhibit E - County's Administration to Contract.

5.0 CONTRACT SUM

- 5.1 Contractor shall be paid in accordance with Exhibit B (Pricing Schedule) to Mail Services Contract. Contractor shall only invoice for Services identified in Exhibit B (Pricing Schedule). All tasks required to perform the Services and fulfill Contractor's obligations under Exhibit A (Statement of Work) shall be supplied to County at the sole cost of Contractor.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the

Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Internal Services Department at the address herein provided in Exhibit E - County's Administration.

5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to the County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the User Departments only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule to the Contract, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

Contractor shall invoice ISD directly for As-Needed Driver Services set forth in Paragraph 10.9 (As-Needed Drivers) of the SOW.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule to the Contract.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables,

goods, services, work hours, and facility and/or other work for which payment is claimed.

- 5.5.4 The Contractor shall submit the monthly invoices to the User Departments by the 15th calendar day of the month following the month of service, or otherwise requested by User Departments. Payment is Net Thirty (30) days after date of approval of invoice by County Project Manager or User Department, as appropriate.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

▪ **Exhibit L - Payroll Statement of Compliance**

- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Internal Service Department

1100 N. Eastern Avenue

Los Angeles, CA 90063

Attn: Contract Unit Supervisor, Finance, Room 222

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

- 5.5.8 Services provided under this Contract are non-taxable and therefore all rates set forth in Exhibit B (Pricing Schedule) are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes. In the event Contractor is required by an authorized taxing authority to levy any such taxes upon the services provided to the County by the Contractor under this Agreement, Contractor shall issue an invoice to County

setting forth a breakdown of such taxes, and, upon County's payment of such invoice, Contractor shall remit such taxes to the taxing authority and the County shall have no further obligations or responsibilities with respect to the payment of such taxes. Notwithstanding any provision hereof to the contrary, (i) personal property taxes levied upon or charge in connection with any Equipment which is owned or leased by Contractor, and (ii) any taxes based upon or measured by Contractor's net income, shall be paid by Contractor.

5.6 Cost of Living Adjustments (COLA's)

Contractor's rates shall remain firm and fixed for the initial four (4) year term of this Contract and shall not be predicated on workload. The hourly rates identified in Exhibit B (Pricing Schedule), may be adjusted during the two (2) additional two (2) year option periods and six (6) month to month option periods, if requested by the Contractor. The contract hourly amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration to the Contract. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Director

The responsibilities of the County's Contract Director include:

- The County's Contract Director is authorized to act for and on behalf of the County on contractual matters, including with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Project Director

The responsibilities of the County's Project Director include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

Contractor shall maintain current certifications required by the USPS for discount and efficiency programs including, but not limited to, Coding Accuracy Support System (CASS), Multiline Accuracy Support System (MASS) and Delivery Point Validation (DPV).

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F - Contractor's Administration to the Contract. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.1.3 Contractor's Project Manager shall have full authority to act on behalf of Contractor on all matters related to daily operations of this Contract and shall be available to answer calls or respond to messages within one (1) hour during Business Hours.
- 7.1.4 Contractor's Project Manager shall have completed a USPS Mailpiece Quality Control (MQC) training course.

7.2 Contractor's Site Manager for Metering

Contractor's Site Manager for Metering shall be responsible for managing day-to-day operations as related to this Contract and shall coordinate with County's Project Manager and Contract Project Monitor on a regular basis. Contractor's Site Manager shall be on site at County's facility during Business Days and Hours. Contractor's Site Manager shall have completed a USPS MQC training course.

7.3 Contractor's Site Manager for Barcoding

Contractor's Site Manager for Barcoding shall be responsible for Contractor's day-to-day Contractor's site activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis. Contractor's Site Manager shall have completed a USPS MQC training course.

7.4 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.5 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract, including As-Needed Drivers, with a photo County Identification (ID) badge. Staff shall be required to have the badge visible at all times while providing services under this Contract.

7.5.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.5.2 Contractor shall notify County within one business day when a staff is terminated from working under this Contractor. Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has been removed from working on this Contract.

7.5.3 If County request the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has been removed from working on this Contract.

7.6 Background and Security Investigations

7.6.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to

include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation, including the expense for any as-needed drivers as set forth in Paragraph 10.9 (As-Needed Drivers) of the SOW.

7.6.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.6.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.6.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

7.7.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.7, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall

have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.7.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.7.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by Director, or his or her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director, or his or her designee.

8.1.3 The Department Head or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director, or his or her designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest,

it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify,

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.16.3 Contractor acknowledges personal inspection of County facility and evaluation of the extent to which the physical condition thereof will affect its operation. Contractor accepts County facility in its present condition and agrees to make no demands upon County for any improvements or alteration thereof. County shall at all times be responsible for providing all services reasonably necessary for the operation of County's facility at County's expense, including but not limited to, maintenance, utilities (including, without limitation, broadband internet access), safety, security, HVAC, lighting and custodial services. County shall ensure County facility meets California OSHA safety requirements.

8.16.4 Contractor shall not make any changes or modifications, alterations or improvements, or add fixtures or equipment to County facility identified in Paragraph 10.1 (Mail Services at County's Facility) of the SOW, without prior written approval of the Director, or his or her designee. Contractor may, upon review and written approval by the Director, or designee, install fixtures and equipment at such

facility and make any improvements necessary during the term of the Contract.

- 8.16.5 Contractor shall remove, within two (2) days, following the expiration of termination of this Contract, its personal property, equipment, trade fixtures and improvements, and shall restore the premises as nearly as possible to the same state and condition as it was prior to the commencement of this Contract. Should Contractor fail to remove personal property, equipment, trade, fixtures and improvements within said two (2) day period, Contractor may elect to keep same upon the premises or to sell, remove or demolish same. Contractor shall reimburse the County for any cost as determined by the Director, or his or her designee, incurred in excess of any consideration received from the sale, removal or demolition thereof.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been

affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21.1 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.7 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners)

identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department
Contracting Division/ Contracts Section
1100 N. Eastern Ave., Room 101, Los Angeles, CA 90063
Attention: Wendy Mercado

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is

acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against

County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage

provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workersor workmen's compensation law or any federal occupational disease law.

- Each Accident: \$1 million
- Disease – policy limit \$1 million
- Disease – each employee \$1 million

8.25.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$2 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

- **CRIME COVERAGE**

A Fidelity Bond or Crime Insurance policy with limits of not less than the following monetary amount per occurrence:

Employee Dishonesty	\$1 million
Forgery or Alteration	\$1 million
Theft, Disappearance and Destruction	\$1 million
Computer Fraud	\$1 million
Burglary and Robbery	\$1 million

Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional

Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A – Statement of Work, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1)

business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any

such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the

County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Internal Services Department
Contracting Division/ Contracts Section
1100 N. Eastern Ave., Room 101, Los Angeles, CA 90063
Attention: Wendy Mercado

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The

date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the

Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a

copy of which is attached as Exhibit K and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Exhibit K-1, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:
2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the

Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its

officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this subparagraph, the County shall have the rights and remedies

described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Intentionally Omitted

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective

bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and

vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual

or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit M, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.8 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.9 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the

purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.9.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: NOVITEX ENTERPRISE SOLUTIONS, INC.

By [Signature]
Name
VP Service Relations
Title

COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer - Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [Signature]
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#84 SEP 13 2016

[Signature]
LORI GLASGOW
EXECUTIVE OFFICER

**CONTRACT FOR
MAIL SERVICES**

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STATEMENT OF WORK

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EXHIBITS

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide mail services, consulting services, and as-needed driving staff resources to process approximately three million (3,000,000) outgoing County Mailpieces annually through the United States Postal Services (USPS). The Internal Services Department (ISD) provides mail service management for various User Departments throughout County. Due to fluctuating nature of the mail services industry, the County does not guarantee a minimum or maximum volume of mail.

For meter mail services, Contractor shall be required to supply all labor, supervision, postage, state of the art mail metering and barcoding equipment, supplies, reports on usage, mail type, and billing for processing all outgoing USPS mail.

For consulting services, Contractor shall be required to provide advisory services, reporting, and training services. Contractor shall advise County of changes in USPS rates and regulations; Contractor shall submit recommendations to County Project Manager for addressing and mailing changes. Contractor shall provide ISD Mail Services with monthly and annual reports on mail services provided. Contractor shall provide necessary training to ISD Mail Services and User Departments on various topics relating to changes in the mailing industry.

For as-needed services, Contractor shall be required to provide additional drivers to augment County staff during periods of increased workload. Contractor shall provide all labor on an hourly basis. Drivers must maintain a valid Class C California driver's license, pass a County background security clearance and utilize County vehicles.

2.0 FACILITIES AND SPECIFIC TASKS

- 2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.
- 2.2 Contractor shall provide mail metering services at County's facility, located at 1102 N. Eastern Avenue, Los Angeles, CA 90063.
- 2.3 Barcoding Facility Requirements:
Contractor shall provide the necessary mail services, delivery services and equipment to conduct Barcoding for County Mailpieces. Barcoding facility must be located within ten (10) miles of the County of Los Angeles boundaries.

3.0 QUALITY CONTROL

The Contractor shall establish, maintain and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Manager for review within thirty (30) business days after Contract execution and as changes occur. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met. A description of the inspection system is listed in the Performance Requirements Summary. Activities that will be inspected shall be specified; if they will be inspected on a scheduled or unscheduled basis; frequency of inspections, and title/position of the individual(s) who will perform the inspection(s);
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 3.3 The method for identifying and preventing deficiencies in the quality of services, maintenance and upkeep of a file for all inspections conducted by the Contractor, and any corrective actions taken, if necessary. Inspection documents shall be made available to the County during the Contract term.
- 3.4 Methods for continuing to ensure services to the County in the event of a strike by the Contractor's employees.
- 3.5 Contractor shall establish and document services and performance standards in Service Level Agreements (SLAs). Contractor shall meet the performance standards of SLAs in the areas of:
 - Volumes
 - Cost savings
 - On-time delivery
 - Number of defects
 - Issue resolution response time
 - Added value

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor is required to attend all scheduled meetings, as per Sub-paragraph 6.9, Administrative Requirements. Failure to attend will cause an assessment as per Paragraph 12.0, Performance Requirements Summary, and per

Performance Requirements Summary (PRS) chart, Exhibit 2 of Exhibit A – Statement of Work.

4.2 Contract Discrepancy Report (SOW - Exhibit 1)

Verbal notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Manager within ten (10) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Manager within ten (10) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, this personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

Automation Rate: The term "Automation Rate" shall mean discounted postage rate for bulk mail that is prepared according to the requirements of the USPS's automated mail handling equipment.

Barcoding: The term "Barcoding" shall mean the process of creating a barcode with a series of long and short bars that represent ZIP Codes, ZIP+4 codes, and delivery addresses. USPS uses automated equipment that reads the barcode to process and sort mail.

Barcoding Facility: The term "Barcoding Facility" shall mean the site in which the Contractor will provide Barcoding services for County Mailpieces. Barcoding facility must be located within ten (10) miles of the County of Los Angeles boundaries.

Bad Mail: The term "Bad Mail" shall mean any Mailpiece that cannot be processed due to improper packaging, incomplete addressing, or any other reason.

Business Days and Hours: The term "Business Days and Hours" shall mean Monday through Friday, from 8:00 a.m. to 5:00 p.m., Pacific Time.

CDR: The term "CDR" shall mean Contract Discrepancy Report which is a County provided report to identify key performance indicators of the Contract that the Contractor has not met during the Contract term.

County Mailpieces: The term “County Mailpieces” shall mean any outgoing piece of mail, envelope or parcel, the Contractor is responsible for processing, including metering, barcoding, and postage services.

County Recognized Holidays: The term “County Recognized Holidays” shall mean the days set forth below:

- New Year’s Day (January 1)
- Martin Luther King’s Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving Day (Friday after Thanksgiving)
- Christmas Day (December 25)

Express Mail: The term “Express Mail” shall mean USPS’ Priority Mail Express mail class that provides the fastest domestic delivery service for time-sensitive envelopes, boxes, or tubes. It provides guaranteed overnight delivery to most locations or 2-day service by 3:00 p.m.

Intelligent Mail Barcode: The term “Intelligent Mail barcode” (IMb) shall mean the height modulated barcode that encodes up to 31 digits of mail piece data into sixty-five (65) vertical bars using a 4-state symbology which allows more information to be encoded in a single barcode. This USPS barcode used to sort and track letters and flats. It allows mailers to use single barcode to participate in multiple USPS programs, expands their ability to track individual Mailpieces, provides greater mailstream visibility, and reduce costs.

ISD Mail Services: The term “ISD Mail Services” shall mean the division within ISD that manages mail services and administration of the Contract.

ISD Safety Personnel: The term “ISD Safety Personnel” shall mean personnel within the division of ISD responsible for safety.

Metering Services: The term “Metering” shall mean the process of applying a printed USPS postage indicia directly to every County Mailpieces.

Non-Presort: The term “Non-Presort” shall mean Parcel of Mailpiece that because of size, weight, or other characteristic, cannot be sorted by mechanized mail processing equipment and must be handled manually.

Parcel: The term “Parcel” shall mean a Mailpiece that does not meet the mail processing category of letter-size mail or flat-sized mail.

PRS: The term “PRS” shall mean Performance Requirements Summary which is a chart listed in Exhibit A - SOW, Exhibit 2, which identifies key performance indicators of the Contract that will be evaluated by the County to ensure that Contract performance standards are met by the Contractor and the deduction/fees to be applied if there are occurrences of non-compliance.

PDA: The term “PDA” shall mean Personal Digital Assistant which is a handheld electronic device for tracking receipted internal County mail. PDAs track the receipt of new packages and the delivery of packages en route.

Presort: The term “Presort” shall mean the process by which a mailer groups mail by Zip Code so that it is sorted to the finest extend required by the standards for the USPS rate claimed.

SCF: The term “SCF” shall mean a Sectional Center Facility which is a processing and distribution center of the USPS that services a designated geographical area.

USPS: The term “USPS” shall mean the United States Postal Service which is an independent agency of the executive branch of the United States government responsible for providing postal service in the United States.

Zip Code: The term “Zip Code” shall mean the system of postal codes used by the USPS.

6.0 RESPONSIBILITIES

The County’s and the Contractor’s responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor’s performance in the daily operation of this Contract.

- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.2 Furnished Items

- 6.2.1 County will provide work space at County's facility, located at 1102 N. Eastern Ave., Los Angeles, CA 90063, for Contractor to conduct Metering services on site for County's Mailpieces.
 - 6.2.1.1 Warehouse space for Metering services will only include storage bins for mail.

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on Monday through Friday (excluding County Recognized Holidays), 5 am to 6 PM.
- 6.3.2 Project Manager shall act as a central point of contact with the County.
- 6.3.3 Project Manager shall have five (5) years of experience managing mail services with a minimum volume of two million (2,000,000) Mailpieces annually.
- 6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 Contractor shall assign a sufficient number of employees to perform the required work, including but not limited to, the County's facility and Contractor's facility. At least one employee at each site, County's facility and Contractor's facility, shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.6 – Background & Security Investigations, of the Contract.

- 6.4.3 Contractor personnel shall be trained in their assigned tasks and in safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon County request.

6.5 Uniforms/Identification Badges

- 6.5.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, shall be provided by and at Contractor's expense.
- 6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.5 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training

- 6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed Business Days and Hours, excluding County Recognized Holidays, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. **The Contractor shall answer calls received between 5 a.m. to 6 p.m., Monday through Friday, excluding County Recognized Holidays, within one (1) hour of receipt of the call.** When the office is closed, a direct cellular phone number shall be provided for the County to reach the Contractor on Business Days during the hours of 5 a.m. to 6 p.m.

6.9 Administrative Requirements

6.9.1 Meetings

Contractor is required to attend all scheduled monthly meetings with County's Project Manager or when requested by County, to discuss any operational issues.

6.9.2 Quarterly Meetings

Contractor and County shall meet quarterly as determined by County's Project Manager to report Contractor's performance standards measured against the SLAs (Service Level Agreements) set forth in Paragraph 3.5 (Service Level Agreements).

6.9.3 Annual Meetings

Contractor and County shall meet annually as determined by County's Project Manager to review Contract progress, performance and improvements.

6.9.4 Complaint Policy

Contractor shall provide Contractor's Complaint Policy and Procedure for receiving, investigating and responding to User Departments' complaints, within fifteen (15) business days after Contract execution, to County's Project Manager.

7.0 HOURS/DAY OF WORK

Services to be provided on Business Days and Hours, excluding County Recognized Holidays.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director fifteen (15) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval fifteen (15) business days prior to scheduled time for work.

9.0 UNSCHEDULED WORK

- 9.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

10.1 Metering Services

Contractor shall provide mail services, as listed below, at County's facility located at 1102 North Eastern Avenue, Los Angeles, California 90063:

- 10.1.1 Contractor shall meter all Mailpieces received from County by 3:00 p.m. at the appropriate USPS rate and on the same Business Day. Contractor shall coordinate with USPS the pick-up of all metered Mailpieces, not eligible for Presort, on the same Business Day.
- 10.1.2 Contractor shall store mail overnight only with the prior written approval of County's Project Manager and it shall be stored in a secure area overnight. Contractor shall be liable for any additional costs if this action necessitates the mail to be reprocessed.
- 10.1.3 Contractor shall inspect Express Mail for appropriate packaging and addressing, meter at Express Mail rate as established by USPS and ensure same day pick up of Mailpiece. Contractor shall verbally

notify County's Project Manager of any issues relating to Express Mail due to incorrect packaging within one (1) hour of receipt.

- 10.1.4 Contractor shall track both volume and postage fees by rate categories (e.g. Presort, Non-Presort, and Express Mail) and by User Department as labeled on Mailpieces for invoicing and auditing purposes
- 10.1.5 Contractor shall verbally notify the County's Project Manager within the same Business Day if Bad Mail cannot be mailed for any reason and shall submit Mailpiece to County's Project Manager. Contractor shall work with County's Project Manager to resolve the issue.
- 10.1.6. Contractor shall ensure that the appropriate level of physical security is maintained during the mailing process. Contractor shall immediately advise County's Project Manager of any actual or potential breach of security.

10.2 Equipment

- 10.2.1 Contractor shall provide, at their sole expense, all state of the art equipment necessary to provide services set forth in this SOW. Contractor shall ensure equipment is in proper working condition and meets all USPS standards for technology and software.
- 10.2.2 Contractor shall provide no less than three (3) digital mailing machines for meeting deadlines set forth in Paragraph 10.1 (Metering Services). The digital mailing machines shall have capabilities equal to or greater than Pitney Bowes Connect+3000 Mailing Systems and shall enable processing of mixed weight and size material in a single operation.
- 10.2.3 Contractor shall provide an online information management system to interface with all mailing systems to consolidate and capture all postage costs. Contractor shall provide consolidated data from multiple mailing systems and provide actionable information via an online service at County's request. County shall be able to download the information to Excel and Word format.
- 10.2.4 Equipment maintenance shall be the sole responsibility of the Contractor.

10.3 Safety

- 10.3.1 Contractor shall be responsible for conducting weekly safety inspections at County's facility. Contractor shall provide access to ISD Safety Personnel and ISD Mail Services to conduct scheduled monthly inspections and unscheduled inspections, in addition to Contract inspections.

- 10.3.2 Contractor's Project Manager shall provide a written report of any incident/accidents that occur on County property immediately, but in no event longer than within twenty-four (24) hours of occurrence or discovery of occurrence to the County's Project Manager.
- 10.3.3 Contractor shall furnish and maintain safety supplies and equipment, including, but not limited to, first-aid kits, flashlights, and personal protective gear at County's facility. Contractor shall use material and equipment that are safe for the environment and personnel. Contractor personnel must be trained in the use of basic safety equipment.
- 10.3.4 Contractor's floor layout must be approved in advance by County and is subject to inspection.

10.4 Barcoding Mail Services Facility

Contractor shall provide barcoding mail services at County's facility or Contractor's facility, shall be located within the County of Los Angeles, as included below:

10.4.1 Barcoding

- 10.4.1.1 Contractor shall apply a USPS required IMb barcode to all County Mailpieces not directly picked-up by USPS.
- 10.4.1.2 USPS specifications shall be adhered to for Intelligent Mail barcoding such as provided in USPS-B-3200 Cage Code: 27085 (2015) and any future revisions.
- 10.4.1.3 Contractor shall ensure that the appropriate level of physical security is maintained during the barcoding process. Contractor shall immediately advise County's Project Manager of any actual or potential breach of security.

10.4.2 Delivery

- 10.4.2.1 Contractor shall deliver all County outgoing Mailpieces on the same Business Day to ensure acceptance to the USPS Sectional Center Facility (SCF) in Los Angeles or other USPS facility as approved by County's Project Manager in accordance with the mailing deadlines and procedures establishes by the USPS. Contractor shall be liable for any additional costs for the reprocessing of any Mailpiece not accepted by SCF.

10.4.3 Equipment

10.4.3.1 Contractor shall provide, at their sole expense, all state of the art equipment necessary to perform all services set forth in the Contract. Contractor shall ensure equipment is in proper working condition and meets all USPS standards for technology and software.

10.5 Postage and Billing Requirements

10.5.1 Contractor shall provide USPS postage for all County Mailpieces received.

10.5.2 Contractor shall directly invoice User Departments each month for monthly postage utilized in the previous month by the respective User Department and the allocated amount of the Contractor's monthly mail processing fees based on volume of Mailpieces and in accordance with the pricing set forth in Exhibit B (Pricing Schedule) to Contract. Details of postage charges must be included by type, rate, and quantity on monthly invoice and daily details must be available when requested via e-mail or on-line.

10.5.3 Contractor shall receive User Department fiscal office contact information which ISD Mail Services shall provide to Contractor after Contract execution.

10.6 Consulting Services

10.6.1 Mail Advisory

Contractor shall provide on-going advisory services to County to improve the efficiency of USPS Mailpiece packaging and processing. Contractor shall provide the tasks and services detailed below:

10.6.1.1 Contractor shall send written notification to County's Project Director of proposed changes of USPS rates, classification, discounts, or requirements for mail processing within one (1) week of receiving notification.

10.6.1.2 Contractor shall provide analysis on impact to County relating to changes described in subparagraph 10.6.1.1 and provide recommendations on necessary changes to mail processing where impact of change will result in a two percent (2%) or greater change in postage costs. Recommendations shall be sent to County's Project Manager in writing within thirty (30) days.

10.6.1.3 Contractor shall provide web-based information management system to link multiple mailing systems in a centrally controlled network. Contractor shall provide

County with the capability to control internal mailing budgets, report expenses and provide User Departments with detailed reports. The frequency of the reports shall be on a daily basis, live data, or no later than the next business day. Contractor's information management system shall provide County with the ability to perform the following:

- Manager multiple accounts and budgets across County
- Monitor and consolidate data from multiple systems and sites
- Track postal and shipping costs in real-time
- Use data management tools to analyze expenditures and show potential savings
- Increase productivity and reduce human error by removing manual processes
- Export data capability to allow migration to our internal financial systems

10.7 Reports

10.7.1 Contractor shall prepare and provide web-based daily and monthly reports to County's Project Manager detailing County's mail volume, postage and processing expenses. Reports shall be categorized (e.g. Presort, Non-Presort, Express Mail) and listed by User Department for each month and year-to date for purposes of billing and auditing. Contractor shall provide County with reports in the following areas:

- Volumes
- Cost savings
- On-time delivery
- Number of defects
- Issue resolution response time
- Added value
- Mail types with counts, costs, and percentages of each mail type
- Year-to-Year comparison including details such as counts, costs, and percentages by department; and in bargraph format.

10.8 Education and Training

Contractor shall provide all materials and equipment necessary to conduct the following training sessions for User Departments:

10.8.1 Postal Preparation and Packaging Best Practices Training

Contractor shall provide postal preparation and packaging best practices training as requested by County's Project Manager including mail database cleansing processes and USPS requirement for correct mail addressing and essentials for capturing reduced postage rates.

10.8.2 Intelligent Mail Barcode Requirements Training

Contractor shall provide training to all User Departments on the requirements for Intelligent Mail barcoding within one (1) year of Contract execution. Thereafter, Contractor shall conduct training as requested by County's Project Manager.

10.8.3 Contractor shall develop or obtain all educational materials to be distributed to User Departments for information, training, postal changes, etc., as requested by County's Project Manager.

10.9 As-Needed Drivers

At County's request, Contractor shall provide as-needed drivers (staffing) at the hourly rate identified in Exhibit B (Pricing Schedule) to Contract to complete the following tasks:

10.9.1 Contractor shall make experienced temporary staffing available at 7:00 a.m. (or other County designated time) when notified by 4:00 p.m. the previous Business Day or within two (2) hours for the same Business Day (e.g. notification at 8:00 a.m. shall require staffing to report to ISD Mail Services by 10:00 a.m. at the facility identified in Paragraph 2.2 (Mail Services at County's Facility) unless otherwise directed.

10.9.2 Contractor's staff shall deliver and pick up Mailpieces between County Departments as directed by County. Contractor's staff shall be able to lift up to twenty-five (25) pounds.

10.9.3 Contractor's staff shall utilize hand-held County-provided PDAs to record pick-up and delivery of County receipted Mailpieces between County Departments.

10.9.4 Contractor's staff shall utilize County vehicles for delivery and pick-up services.

10.9.5 Contractor's staff, who operate vehicles in the course of their duties, shall have a current and valid California driver's license.

10.9.6 Contractor and Contractor's staff shall be liable for any citations, including parking and driving citations, incurred while performing Services.

- 10.9.7 Contractor shall invoice ISD Mail Services directly for all as-needed staffing in accordance with the pricing set forth in Exhibit B (Pricing Schedule).
- 10.9.8 In addition to the background and security clearance, as stated in sub-paragraph 7.6 – Background & Security Investigations, of the Contract, Contractor shall provide to the County the driving records for a three-year period, obtained from the California Department of Motor Vehicles (DMV), of As-Needed staff assigned to driving responsibilities, prior to assignment to this Contract, and thereafter on an annual basis. All fees associated with obtaining the appropriate DMV records shall be the sole responsibility of the Contractor. Contractor shall immediately remove any Contractor's staff assigned to work on this contract upon County's request.
- 10.9.9. As-Needed Driver Services are exempt from the Living Wage Program, Los Angeles County Code Chapter 2.201.

11.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit 2 of Exhibit A - SOW, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart includes:

- references section of the contract
 - lists required services
 - indicates method of monitoring
 - indicates the deductions/fees to be assessed for each service that is not satisfactory
- 12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

12.2 County will monitor Contractor's performance under the Contract in accordance with the PRS. When Contractor's performance does not conform to the requirements of the Contract, County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to the approval by the County. In the plan, Contractor shall include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessed fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for systematic, deliberate, misrepresentations or unacceptable levels of performance.
- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on Contractor's future invoice.
- This paragraph does not preclude the County's right to terminate the Contract, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

13.0 TRANSITION PLAN

Contractor shall provide a transition plan within fifteen (15) days of Contract execution which includes Contractor's resources, startup operations, staffing plans, activities, and timeframes necessary to provide the services specified in this SOW. Contractor shall transition all Services set forth in this SOW during non-Business Days and Hours within a two (2) day period.

Contractor shall develop and provide an outgoing transition plan to ensure a smooth transition with County or County's selected Contractor upon expiration or termination of the Contract.

Upon County's approval, Contractor shall execute the outgoing transition plan within thirty (30) Days, or such time as is necessary, at County's discretion, whichever is longer, prior to the expiration or termination of this Contract.

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

Date _____

Date _____

Date

SOW – Exhibit 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Sub-paragraph 5.5	Billing to County Departments shall be completed timely per Contract.	Inspection and Observation	\$100 per occurrence
Contract Sub-paragraph 5.5	Billing to County Departments shall be accurate and include required details (e.g. postage costs, # pieces by category and fees).	Inspection and Observation	\$100 per invoice
Contract Paragraph 7.0	Contractor shall notify County Project Director of any change of staff.	Inspection and Observation	\$100 per occurrence, staff change without prior approval by the County.
Contract Paragraph 7.0	Contractor shall maintain USPS certifications, including but not limited to, CASS and MASS.	Annual confirmation	\$1000 per Certification
Contract Sub-paragraph 7.1, 7.2 and 7.3	Contractor's Managers shall meet the Contract requirements and qualifications.	Inspection and Observation	\$100 per occurrence, or per day, until corrected
Contract Sub-paragraph 7.4	County's approval of staff.	Inspection and Observation	\$100 per occurrence, or per day, until corrected
Contract Sub-paragraph 7.5.2	Contractor to return an employee's ID badge to the County's Project Manager on the next business day after the employee has terminated employment or removed from working at a County facility.	Inspection and Observation	\$100 per badge not returned

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Sub-paragraph 7.5.3	If County request the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return to County's Project Manager the Contractor's staff's County ID badge at the time of removal from working on the Contract.	Inspection and Observation	\$100 per badge not returned
Contract Sub-paragraph 7.5 and 7.6	Contract employees may not work at a County facility until background and badging are completed.	Report on File	\$100 per occurrence or per day, until corrected
Contract Sub-paragraph 7.6.1 and 7.6.2	Contractor's staff assigned to the Contract must pass background checks. Contractor's staff not passing background checks shall not work on County facilities and shall be removed from County facilities.	Inspection and Observation	\$100 per occurrence
Contract Sub-paragraph 8.24	Contractor shall be in compliance with Contract insurance requirements.	Receipt of document, Inspection and Observation	\$100 per occurrence; possible termination for default of contract
Contract Sub-paragraph 8.40	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per occurrence; possible termination for default of contract
Contract Sub-paragraph 9.1	Contractor shall be in compliance with County's Living Wage Program	Inspection and Observation	\$100 per occurrence; possible termination for default of contract
SOW Paragraph 3.0	Contractor shall be in compliance with and maintain a current Quality Control Plan.	Review of records, observation	\$100 per occurrence
SOW Sub-paragraph 6.3	Contractor's Project Manager shall meet the Contract requirements.	Inspection and Observation	\$100 per occurrence, or per day, until corrected

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW Sub-paragraph 6.4	Contractor shall assign sufficient number of staff to perform services required by Contract.	Inspection and Observation	\$100 per occurrence or per day, until corrected
SOW Sub-paragraph 6.5	All employees shall wear uniforms and County identification badges while at County facilities.	Inspection and Observation	\$100 per occurrence, or per day, until corrected
SOW Sub-paragraph 6.6, 10.2 and 10.4.3	Contractor shall maintain all equipment and supplies necessary for the performance of all services in this Contract.	Inspection and Observation	\$100 per day until corrected
SOW Sub-paragraph 6.7	Contractor's staff shall be appropriately trained in their service responsibilities.	Inspection and Observation, provide copies of training records upon County's request	\$100 per occurrence, or per day, until corrected
SOW Sub-paragraph 6.8	Contractor to maintain office in County of Los Angeles. Must be staffed 8 a.m. - 5:00 p.m. on Business Days. When closed, must respond to telephone calls between 5 a.m. to 6 p.m. within one-hour of receipt on Business Days.	Inspection and Observation Possible time record audit	\$100 per day until corrected
SOW Sub-paragraph 6.9	Contractor shall response to County's request for meeting within 24 hours.	Observation	\$100 per occurrence
SOW Sub-paragraphs 6.9.1 6.9.2 6.9.3	Contractor to attend all scheduled monthly, quarterly and annual meetings or as needed with ISD Mail Services. Contractor's representative must be familiar with services included in the contract and be able to address issues.	Attendance	\$200 - First occurrence \$400 - 2nd to 3th occurrences \$750 - 4th occurrence and a Correction Action Notice/Plan
SOW Sub-Paragraph 10.1	Contractor shall inform the County of performance issues, jeopardizing same day required services.	Inspection and Observation	\$500 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW Sub-paragraph 10.1.1	Outbound U.S. mail received by 3:00 p.m. shall be metered at the appropriate USPS rate on same Business Day.	Inspection and Observation	Difference in postage rate plus \$2.00 per Mailpiece
SOW Sub-Paragraph 10.1.1	Coordinate pick-up of all outgoing USPS Mailpieces received from County by 3:00 p.m. on same Business Day.	Inspection and Observation	\$10 per Mailpiece
SOW Sub-Paragraph 10.1.2	Contractor shall store mail overnight in a secure area only with the prior written approval of County's Project Manager.	Inspection and Observation	\$100 per occurrence
SOW Sub-paragraph 10.1.3	Contractor shall verbally notify County's Project Manager of any issues related to Express Mail due to incorrect packaging within one (1) hour of receipt.	Inspection and Observation	\$50 per Mailpiece
SOW Sub-paragraph 10.1.5	County shall be informed of Bad Mail within the same Business Day.	Inspection and Observation	\$50 per Mailpiece
SOW Sub-paragraph 10.2	Provide or utilize backup resources to meter mail should on-site meter equipment fail or lose power.	Inspection and Observation	\$3000 per day
SOW Sub-paragraph 10.3.1	Contractor shall be responsible for conducting weekly safety inspections at County's facility.	Inspection and Observation	\$100 per occurrence
SOW Sub-paragraph 10.7	Provide required reports (daily, monthly, quarterly, yearly) timely per SOW.	Inspection and Observation	\$100 per report

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW Sub-paragraph 10.7	Contractor shall provide daily tracking online reports.	Inspection and Observation	\$50 per day each report is late
SOW Sub-paragraph 10.7	Contractor shall provide accurate reports on volume, rates and usage for billing by User Department.	Report receipt and reconciliation	\$50 per day report is late and/or \$50 per incorrect report
SOW Sub-paragraph 10.8	Contractor shall provide education and training at the County's request.	Attendance Log, Training Records, Inspection and Observation	\$100 per occurrence, or per day, until corrected
SOW Sub-paragraph 10.9.1	Contractor staff to report at designated time.	Inspection and Observation	\$100 per occurrence
SOW Sub-paragraph 10.9.5	Contractor's staff assigned to driving duties under Contract shall have a valid California Driver's License.	Inspection and Observation	\$100 per occurrence; possible termination for default of contract
SOW Sub-paragraph 10.9.8	Contractor shall provide to County the DMV records of As-Needed staff prior to assignment to Contract, and thereafter on an annual basis.	Inspection and Observation	\$100 per occurrence, or per day, until corrected
SOW Sub-paragraph 10.9.8	Contractor shall immediately remove any Contractor's staff assigned to work on this contract upon County's request.	Inspection and Observation	\$100 per occurrence, or per day, until corrected

PRICING SCHEDULE

Mail Processing Services

Effective Date	Metering Service Rate per Envelope	Metering Service Rate per Parcel
October 13, 2016	0.0987	0.0987
January 1, 2017	0.0987	0.0987
January 1, 2018	0.0987	0.0987
January 1, 2019	0.0987	0.0987
January 1, 2020 and beyond	0.0987	0.0987

Effective Date	Barcoding Service Rate per Envelope	Barcoding Service Rate per Parcel
October 13, 2016	0.007	0.007
January 1, 2017	0.007	0.007
January 1, 2018	0.007	0.007
January 1, 2019	0.007	0.007
January 1, 2020 and beyond	0.007	0.007

As-Needed Driver Services*

Hourly Rate
27.55

Notes

Contractor's rates are fully burdened of all related administrative costs and indirect costs.

Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

*As-Needed Driver Services are not subject to the Living Wage Program.

[illegible]

CONTRACTOR'S EEO CERTIFICATIONNovitex Enterprise Solutions, Inc.

Contractor Name

300 First Stamford Place, Second Floor West, Stamford, CT 06902

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Theresa K. Mohan, General Counsel & Chief Human Resources Officer

Authorized Official's Printed Name and Title

Theresa K. Mohan

Authorized Official's Signature

7/5/16
Date

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY CONTRACT DIRECTOR:

Name: Yolanda Young
Title: Division Manager
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 267-3101
E-mail Address: YYoung@isd.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: Marie Nunez
Title: Division Manager
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 267-2492
Facsimile: (323) 263-5286
E-mail Address: MNunez@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Daisy Chang
Title: Section Manager
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 267-3533
E-mail Address: DChang@isd.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Terril Gayden
Title: Supervisor, Mail Services
Address: 1102 N Eastern Ave
Los Angeles, CA 90063
Telephone: (323) 267-3486
E-mail Address: TGayden@isd.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Various
Title:
Address: 1100 N Eastern Ave
Los Angeles, CA 90063
Telephone:
Facsimile: (323) 415-6877
E-mail Address:

CONTRACTOR'S ADMINISTRATION

NOVITEX ENTERPRISE SOLUTIONS, INC.
CONTRACTOR'S NAME

CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER(S):

Name: Alejandra Vasquez
Title: Project manager
Address: 1102 N. Eastern Avenue
Los Angeles, CA 90063
Telephone: 323-263-7310
Facsimile: 203-460-5195
E-mail Address: alejandra.vasquez@novitex.com

Name: Charles Girk
Title: Enterprise Manager
Address: 1720 W. Madison St. 810Z-6
Phoenix, AZ 85007
Telephone: 602-364-1370
Facsimile: 203-460-9845
E-mail Address: charles.girk@novitex.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Michelle Tierney
Title: Executive Vice President
Address: 300 First Stamford Place, 2nd Floor West
Stamford, CT 06902
Telephone: 203-487-5331
Facsimile: 203-487-5520
E-mail Address: Michelle.tierney@novitex.com

Name: Parrie Ahammer
Title: Vice President Service Delivery
Address: 8401 Corporate Drive, Suite 420
Landover, MD 20785
Telephone: 407-729-3367
Facsimile:
E-mail Address: Parrie.ahammer@novitex.com

Notices to Contractor shall be sent to the following:

Name: Glen McDonald
Title: Director of Government Contracts
Address: 8401 Corporate Drive, Suite 420
Landover, MD 20785
Telephone: 240-770-0227
Facsimile: 301-731-7985
E-mail Address: Glen.mcdonald@novitex.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTTOR NAME Novitex Enterprise Solutions, Inc. Contract No. _____**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.


Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 7 / 8 / 16PRINTED NAME: Michelle TierneyPOSITION: Executive Vice President

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

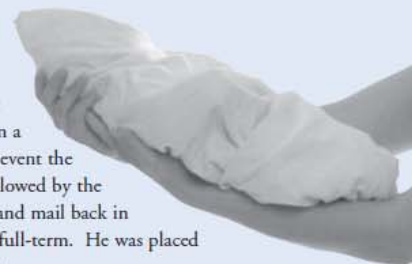
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:**2.201.010 - Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16](#) It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
- 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

16) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

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2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

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1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for the services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rates
October 13, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles – Riverside – Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

Detailed Living Wage Program information is available at:

http://purchasingcontracts.co.la.ca.us/living_wage_program_p.pdf

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM****PAYROLL STATEMENT OF COMPLIANCE**

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or
indirectly, to or on behalf of _____.
(Company Name)

from the full weekly wages earned by any person, and that no deductions have been made either directly or
indirectly, from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended
(48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and
complete; that the wage rates for employees contained therein are not less than the applicable County of
Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced
payroll, payments of health benefits as required in the contract have been or will be paid to
appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an
amount not less than the applicable amount of the required County of Los Angeles Living Wage
hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under
penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Date:

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR
SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY
COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.**

CHARITABLE CONTRIBUTIONS CERTIFICATION

Novitex Enterprise Solutions, Inc.
Company Name

300 First Stamford Place, Second Floor West, Stamford, CT 06902

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ X Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.



Signature

7/8/16
Date

Michelle Tierney, Executive Vice President
Name and Title of Signer (please print)

**INTERNAL SERVICES DEPARTMENT
PROP A COST ANALYSIS
MAIL SERVICES**

ATTACHMENT 2

CONTRACT COSTS				COUNTY COSTS											
SERVICES:				SERVICES:											
ENVELOPE & PARCEL SERVICES	PRICE PER ENVELOPE	TOTAL PROJECTED QUANTITY ⁸	TOTAL COST	ITEM NO	CLASSIFICATION	PROPOSED COUNTY STAFFING ¹	(a) FY 16-17 SALARIES (OCT-JUN) ^{2,3}	(b) FY 17-18 ANNUAL SALARIES ³	(c) FY 18-19 ANNUAL SALARIES ³	(d) FY 19-20 ANNUAL SALARIES ³	(e) FY 20-21 SALARIES (JUL-OCT) ³	(f) BASE CONTRACT TOTAL SALARIES sum((a)-(e))	(g) TOP STEP VARIANCE (f) x 95.107% ⁴	(h) EMPLOYEE BENEFITS (g) x 53.81% ⁵	(i) TOTAL ANNUAL SALARIES (g) + (h)
Metering	\$0.0987	11,507,113	\$1,135,752.05	1140	SENIOR CLERK	3.0	\$99,356.77	\$141,212.09	\$144,022.21	\$144,022.21	\$40,651.43	\$569,264.70	\$541,410.58	\$291,333.03	\$832,743.61
Bar Coding	\$0.0070	4,914,010	\$34,398.07	907	STAFF ASSISTANT I	1.0	\$38,933.70	\$55,335.02	\$56,436.19	\$56,436.19	\$15,929.57	\$223,070.67	\$212,155.82	\$114,161.05	\$326,316.86
Total			<u>\$1,170,150.12</u>	6029	SUPERVISOR,MAIL & DELIVERY SERVICE	1.0	\$36,338.40	\$51,646.42	\$52,674.19	\$52,674.19	\$14,867.71	\$208,200.92	\$198,013.64	\$106,551.14	\$304,564.79
ANNUAL LABOR COSTS:															\$1,463,625.27
ANNUAL SERVICES AND SUPPLIES COSTS: ⁶															\$260,575.08
ANNUAL INDIRECT COSTS: ⁷															\$0.00
TOTAL ANNUAL COSTS															<u>\$1,724,200.35</u>

TOTAL ESTIMATED AVOIDABLE COSTS: **\$1,724,200.35**

TOTAL CONTRACT PRICE: **\$1,170,150.12**

ESTIMATED SAVINGS FROM CONTRACTING: **\$554,050.23**

SAVINGS PERCENTAGE: **32.13%**

NOTES:

- (1) We used the manager's input to calculate the estimated cost required to provide equivalent levels of service. We assumed three Senior Clerks (1 per machine), one Staff Assistant I (for billing & admin duties), and one Supervisor, Mail & Delivery Service are required to perform equivalent levels of service if the work is to be performed by County staff.
- (2) Monthly Salary rates based on DHR Class and Salary Listings as of July 2016. Assuming the contract will be effective October 13, 2016.
- (3) Salary calculations for County employees reflect COLA salary increase 3% effective 10/1/16, 2% effective 10/1/17, & 2% effective 4/1/18.
- (4) County Top Step Variance Factor FY 2015-16 provided by the Auditor-Controller.
- (5) ISD uses a County employee benefit rate of 62.86% in the analysis, and our rate is based on the Department's estimated total employee benefits to estimated total salaries for anticipated filled positions for the year. We excluded fixed employee benefits including retiree health insurance, unemployment insurance, and disability insurance to determine the rate. Only variable employee benefits and workers' compensation should be used to determine employee benefit rates. As a result, the revised employee benefit rate of 53.81% is used in this cost analysis.
- (6) ISD estimates that County costs associated with Services and Supplies (S&S) would be equivalent to the contractors' costs.
- (7) County would not incur incremental indirect costs because they are absorbed by existing County resources.
- (8) Total projected quantity is based on previous four year actual billing provided by the current contractor.


L.A. county
 ONLINE

To Enrich Lives Through Effective and Caring Service

Award information has not been added at this time.

**Search for a Closed
Bid**

 A B C D E F
 G H I J K L
 M N O P Q R
 S T U V W X
 Y Z All

Search By

Bid Title

Sort By

Bid Title

Bid Information
Bid Number : 104518

Bid Title : Mail Services

Bid Type : Service

Department : Internal Services Department

Commodity : MAIL SERVICES, EXPRESS

Open Date : 12/30/2015

Closing Date : 2/23/2016 12:00 PM

Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A

Bid Download : [Available](#)
Bid Description : The Los Angeles County Internal Services Department is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization who can provide mail service management. The current contract expires October 2016.

Contact Name : Susana Ortega

Contact Phone# : (323) 267-2210

Contact Email : SOrtega@isd.lacounty.gov
Last Changed On : 2/9/2016 2:52:25 PM

[Back to Last Window](#)
[Back to Award Main](#)

Vendor ID	Company	Email
00044201	ALL STATES OFFICE MACHINES INC	allstate1@cyberhotline.com
00246601	IDEAL PRINTING CO	jtosta@idealprintingcompany.com
002820	MERRILL COMMUNICATIONS LLC	roxane.omelas@merrillcorp.com
00282001	MERRILL COMMUNICATIONS LLC	leslie.harwood@merrillcorp.com
00282003	MERRILL COMMUNICATIONS LLC	dan.gangelhoff@merrillcorp.com
00282003	MERRILL COMMUNICATIONS LLC	dan.gangelhoff@merrillcorp.com
00282003	MERRILL COMMUNICATIONS LLC	dan.gangelhoff@merrillcorp.com
00282003	MERRILL COMMUNICATIONS LLC	dan.gangelhoff@merrillcorp.com
00464001	CORPORATE EXPRESS DOCUMENT	al.wright@cexp.com
007485	STANDARD REGISTER COMPANY	sandra.fiorelli@standardregister.com
007485	STANDARD REGISTER COMPANY	bernice.parker@standardregister.com
007485	STANDARD REGISTER COMPANY	roberta.bonnett@standardregister.com
00748501	STANDARD REGISTER COMPANY	katie.lee@standardregister.com
00748501	STANDARD REGISTER COMPANY	katie.lee@standardregister.com
00748505	STANDARD REGISTER COMPANY	katie.broyles@standardregister.com
00856901	PITNEY BOWES	bill.walter@pb.com
00856901	PITNEY BOWES	bill.walter@pb.com
00856909	PITNEY BOWES	louis.schuster@pb.com
00856914	PITNEY BOWES	kyle.mcgrath@pb.com
00856927	PITNEY BOWES	tom.tanaka@pb.com
00856929	PITNEY BOWES	karen.conlan@pb.com
02763003	LOS ANGELES TIMES	kristin.ranta@latimes.com
02763003	LOS ANGELES TIMES	kristin.ranta@latimes.com
03586501	THOMSON-WEST BARCLAY	westlaw.bids@thomsonreuters.com
03586501	THOMSON-WEST BARCLAY	customerservice@thomsonreuters.com
039310	XEROX CORPORATION	carileen.rogers@xerox.com
039310	XEROX CORPORATION	tracie.weathers@xerox.com
03931001	XEROX CORPORATION	bryan.stall@xerox.com
03931004	XEROX CORPORATION	bryan.stall@xerox.com
03931018	XEROX CORPORATION	james.mcconnell@xerox.com
03931022	XEROX CORPORATION	jtrottie@xeroxdirect.com
04390501	SEQUOIA VOTING SYSTEMS	brianl@provotesolutions.com
04931401	ADWEST MAILERS INC	veronica@adwest.com
05098301	SERVICES MAILERS INC	jsierra@smaillers.com
05209801	MINI MAILERS, INC.	speterson@mmdirectmail.com
05427701	J&K ENTERPRISES	jjkk1@aol.com
05648901	PRIORITY MAILING SYSTEMS, INC.	smcguire@prioritymailingsystems.com
05708201	SHERRY LYNNE CHOW	data5@pacbell.net
05889301	BUS-LET, INC DBA ADCRAFT BUSINESS MAIL	sales@abmail.com
06034101	WAVE TECHNOLOGY SOLUTIONS GROUP	aafzali@wave-tsg.com
06034102	WAVE TECHNOLOGY SOLUTIONS GROUP	aafzali@wave-tsg.com
06123901	APPERSON PRINT MANAGEMENT SVCS	mkerslake@appersonprint.com
06139301	PROFORMA SOLUTIONS	proformas@aol.com
06139301	PROFORMA SOLUTIONS	proformas@aol.com
06172001	MILLER PRODUCTIONS INTERNATIONAL	mpi@mpidirect.com
06224201	NATIONWIDE ADVERTISING SVC	dguy@hrrads.com
06224201	NATIONWIDE ADVERTISING SVC	dguy@hrrads.com
062324	ALPHA PRINTING & GRAPHICS, INC	joanna@alphaprinting.com
06232401	ALPHA PRINTING & GRAPHICS, INC	kelly@alphaprinting.com
10043501	MMI (MONEY MACHINES INT'L)	shooper@mmi-global.com
10060301	AMERICAN MAILING SERVICE	chanh@admonline.com
10103801	BOLDT MAILING SERVICE	directmailsourceinc@gmail.com
10320101	AUTOMATION PRINTING CO	aplanton@automation-123.com
10320101	AUTOMATION PRINTING CO	dtobman@automation-123.com
10397101	L.A. MAILING SERVICE, INC.	veronica@lamailingsservice.com
10425201	ZTA & ASSOC., INC.	smithcm@earthlink.net
104896	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	tadrineh@goodwillsocial.org
10489601	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	lhawes@goodwillsocial.org
10489602	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	lhawes@goodwillsocial.org
10489603	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	lyalem@goodwillsocial.org
10489603	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	tkarlsson@goodwillsocial.org
10489604	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA	pcooper@goodwillsocial.org
10668801	SOLUTIONS & MORE	mllaurel@solutionsandmore.com
10693401	FYI SERVICES	lwest@fyibds.com
10743301	MAILERS ENGINEERING, INC.	sam@mailersengineering.com
10813701	INFORMATION DESIGN CONSULTANTS	informationdesign@idcinc.net
10813701	INFORMATION DESIGN CONSULTANTS	informationdesign@idcinc.net
11016101	INTERNATIONAL PLASTIC CARDS	sales@ipccards.com
11125101	E.G. BRENNAN & CO., INC.	egbrennanmgmt@sbcglobal.net
11197001	PARAGON PROJECT RESOURCES INC	marketing@2paragon.com
11237201	CHICAGO SYSTEMS GROUP, INC.	rfp@csgdelivers.com
11256701	PAT DAVIS DESIGN GROUP	sales@pddesign.com
11264301	NATIONAL PAPERS	roseann@nationalpapers.net
11331201	ADMINISTRATIVE RESOURCE OPTION	ammclung@aroptions.com
11341901	DIVERSIFIED INFORMATION TECHNO	jcoffey@divintech.com
11614601	CALIFORNIA SOLITSYS TECHNOLOGIES	mail@solitsys.com
11626501	LUIS LOPEZ	llopez@solutionkl.com
11632401	HBP OF SAN DIEGO INC	nfischer@hershheytech.com

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11647901	ADVANCED DATA PROCESSING, INC.	linda.ortega@intermedix.com
11647902	ADVANCED DATA PROCESSING, INC.	linda.ortega@intermedix.com
11671601	SPG	markowitzjacob@aol.com
11724401	MADISON ADVISORS	kemalcarr@madison-advisors.com
117417	USCB, INC	bolmos@uscbinc.com
11741701	USCB, INC	acadena@uscbinc.com
11761901	GERALD ABRAHAMIAN	gabrahamian@hotmail.com
11765901	AGREEYA SOLUTIONS	sales_americas@agreeya.com
11766501	SPECIALTY UNDERWRITERS LLC	gbuhr@su-group.com
11806301	MANAGEMENT CONSULTANTS UNLIMITED	info@m-c-unlimited.com
11883301	CLIENT BASE FUNDING INC	bill@us-securitysystems.com
11883302	CLIENT BASE FUNDING INC	b_rich@americuscreditgroup.com
11886501	GBC	pwilliams@gbc-inc.net
11921701	MILLENNIUM FINANCIAL CORP	aasoto@mfcorp.us
11968501	TECHNOLOGY MANAGEMENT GROUP	jgraham@tmg-info.com
12002801	PENN LITHOGRAPHICS	lalongi@pennlitho.com
12004901	BUILD REHABILITATION IND.	mlynch@buildrehab.org
12058301	SIERRA CREATIVE SYSTEMS, INC.	kent@theaddressers.com
12058302	SIERRA CREATIVE SYSTEMS, INC.	marc@theaddressers.com
12106201	THE PROCESSORS	mark@theprocessors.com
12132901	PGI, INC.	eddy@pacgraphics.com
12132901	PGI, INC.	eddy@pacgraphics.com
12245301	CAL COAST DATA ENRTY	dcastle@ccde.com
12284301	PROFESSIONAL STAFFING	kalataylor@aol.com
12306501	PITNEY BOWES PRESORT SERVICES INC	michelle.palomino@pbpresortservices.com
12306501	PITNEY BOWES PRESORT SERVICES INC	michelle.palomino@pbpresortservices.com
12345101	JCT & COMPANY, INC.	jcter@aol.com
12384501	AMERICAN MAIL CENTERS	ecamalich@novatardm.com
12414001	INFOSEND, INC.	kelly.f@infosend.com
12527701	PNMIT	gmeeks@pnmit.com
12563201	COMPUTER 1 PRODUCTS OF AMERICA	robert@computer1products.com
12564301	ANIISHA SARKISSAN	sarkissi4@aol.com
12567401	SOUTH COAST MAIL MASTERS	mailmasters@sbcglobal.net
12610001	FINANCIAL STATEMENT SERVICES	larryolson@fssi-ca.com
12618901	ELECTRONIC RISKS CONSULTANTS	bids@erc-corp.com
126275	IMAGE QUEST PLUS, LLC	margaret@iqcopy.com
12627501	IMAGE QUEST PLUS, LLC	rkyle@iqcopy.com
12627501	IMAGE QUEST PLUS, LLC	rkyle@iqcopy.com
12669801	NOVITEX ENTERPRISE SOLUTIONS INC	charles.girk@novitex.com
12710501	WET INK PRINTING	info@wetinkprinting.com
12765501	DEEP OCEAN INFORMATION TECH	deepoceanit@hotmail.com
12858301	PROFESSIONAL PRINTING CENTERS	proprint2000@aol.com
12880303	RICOH AMERICAS CORPORATION	eric.daroca@ricoh-usa.com
12880303	RICOH AMERICAS CORPORATION	eric.daroca@ricoh-usa.com
12880307	RICOH AMERICAS CORPORATION	curtis.williams@ricoh-usa.com
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13222101	QWP DIRECT MAIL SERVICES, INC MELLADY DIRECT MARKETING	jill@melladydirect.com
13256101	ACE BUSINESS MACHINES, INC.	roger@acebminc.com
13343101	STRATEGIC DATA SOLUTIONS	kgary7777@earthlink.net
13350301	THE MONACO GROUP	vmonaco@monacogroup.com
13424201	24/7 DIRECT MAILING SERVICES	support@247-direct-mail-services.com
13442601	INFINITY PRESS	toinfbyd@flash.net
13571601	THE IRIS GROUP INC	cindyr@modernpostcard.com
13571601	THE IRIS GROUP INC	cynthiar@modernpostcard.com
13571701	EARTH PRINT INC	davef@crprint.com
13651901	AMERICAN UNIVERSITY OF HEALTH SCIENCES	gjohnson@auhs.edu
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13795801	ONE ACCORD CORPORATION	jeff.devico@postageone.com
13795801	ONE ACCORD CORPORATION	administration@postageone.com
13823701	LEXISNEXIS RISK SOLUTIONS FL INC	rfprisk@lexisnexis.com
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13910901	JOSE B CORTEZ	jcortez@quickmailers.com
13960001	MIS SCIENCES CORPORATION	ealert@mis-sciences.com
14110701	INTERPRINT	alinad@pegasusinterprintusa.com
14172601	P3 INDUSTRIES	chi@p3industriesinc.com
14215901	DIRECT LIST TECHNOLOGY, INC.	cmvasquez@directlist.com

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14242301	CYJ ENTERPRISES, LLC	cjohnson@cyjenterprises.com
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14282001	THE PAR 3 GROUP	richie@richies.us
14334701	EXECUTIVE COMMUN SERVICES INC	ecsleem@aol.com
14389301	CALIFORNIA CREATIVE CONSULTINGCONSULT /C3G	linda.welsh@c3g.com
14389303	CALIFORNIA CREATIVE CONSULTINGCONSULT /C3G	theah.hall@c3g.com
14410301	DIRECT ADVERTISING RESPONSE	rearlman@dar-inc.com
14469201	AUTOMATIC FUNDS TRANSFER SERVI(AFTS)	ricks@afts.com
14488901	FAITH IN NUMBERS INC	ca1097@gonavis.com
14501301	AMERICAN PRINT AND MAIL	gh@ampls.com
14501301	AMERICAN PRINT AND MAIL	jh@ampls.com
14503101	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	kim.dobrinsky@pb.com
14503101	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	kim.dobrinsky@pb.com
14525301	ITI SOLUTIONS, INC.	jdessel@itqsolutions.com
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14538601	NIKKIA FULLER	nikkia@angelseedfoundation.org
14597501	THE MAILING HOUSE AT BROKERS WORLDWIDE	estimating.usa@asendia.com
14604801	2008 GENERAL PARTNERS LLC	holman@1discountlaser.com
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14648402	INFOUSA MARKETING INC	elizabeth.harris@infogroup.com
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14761001	WINIFRED MCCRAY	winifredmccray@att.net
14787101	MADHAVI KARANAM	mmkaranam@yahoo.com
14796801	CENTRAL VALLEY PRESORT, INC.	madelines@thepresort.com
14830101	DATAPROBE INC	gfoote@dataprobe.com
14859401	THOMAS M POYER ENTERPRISES INCWESTERN GRAPHICS PLUS	sales@wgplus.com
14877301	MATCHPOINT SOLUTIONS	mturgeon@matchps.com
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14912801	QUARTZ HILL POST OFFICE	sly.inc@verizon.net
14924201	ZEALYX INC	tdo@zealyx.com
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14985601	ARION INTERNATIONAL, INC.	jchang@arionintl.com
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15038901	CYCLONE ADVERTISING, INC.	matt@hamilton-inc.com
15044601	MAR-CON INDUSTRIES	scoulombe@sourcepakinc.com
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15124501	CUSTOMSOFT GROUP INC	2nickthomas@gmail.com
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15366501	PRODUCTION PLUS STUDIO RENTALS	john@productionpluss.com
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15512401	VANTAGE INGREDIENTS	jackson@vita-vantage.com
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15536001	PRIORITY MAILING SYSTEMS LLC	smcguire@pm-hn.com
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15733301	MERIDIAN GRAPHICS	garyt@mglitho.com
15749001	DECCO TECHNOLOGIES LLC	egerdes@deccotech.com
15752101	MARKETING WITH 5 SENSES, LLC	marketingguru@mw5s.com
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15766501	MHW INC	albert@gservices.biz
15794601	VP LA MARKETING INC	matthew_walleck@valpak.com
15798501	UNITED BUSINESS MAIL INC.	billboyce@unitedbusinessmail.com
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15831101	LISA L HECKAMAN	lialayne@letucepr.com
15865601	SAPPHIRE PRINTING GROUP	kenng@sapphireprinting.com
15882801	AMG ENTERPRISES DP, INC	amgdp@pacbell.net
15926801	VGCIT, INC.	vartanc@vgcit.com
15936001	TECHNOLOGY INVESTMENT PARTNERS, L. L. C.	sgrundon@tipcapital.com
15941001	GOVOLUTION, LLC	rbuckley@govolution.com
15942401	MICHAEL D FENNESSY	mike@mrrightlogistics.com
15948101	CONTRADO BBH HOLDINGS, LLC	mike.journigan@bhemail.com
15956401	BELL AND HOWELL LLC	joanne.serge@bhemail.com
15956401	BELL AND HOWELL LLC	joanne.serge@bhemail.com
15977401	INTERACTIVE RESOURCES	mpuskar@interactive-resources.net
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16006601	PROGRAPHICS	jaimec@prographicsllc.com

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16145701	ACCURATE COMPUTER TECHNOLOGY, INC.	neilpatel@aol.com
161906	RUNBECK ELECTION SERVICES	dluney@runbeck.net
16190601	RUNBECK ELECTION SERVICES	jfunkhouser@runbeck.net
16193601	MK AUTO INC	lizabeth@sterlingdirectmarketing.com
16196001	ALLISON PAYMENT SYSTEMS, LLC	sbosemer@apsllc.com
16196201	JPZ CORP	mzavala@orbitprinting.com
16201401	MBUYI KHUZADI	mbuyi@mail.automae.com
16211301	CELL WRITING TECHNOLOGIES, LLC	asostrin@cellwriter.com
16241901	BUSINESS PRINTING COMPANY INC.	info@businessprintingco.com
16309401	A2 NET INC.	carson@pm2net.com
16334901	TRIBUNE DIRECT	jacqueline.rodriguez@latimes.com
16379401	INLAND PRESORT & MAILING SERVICES	dchudasama@inlandpresort.com
16402001	DESTINIES GLOBAL HARVEST MINISTRIES INC.	sacamp23@yahoo.com
16409301	MICHELE D MURRAY	precisionassistance@gmail.com
16418001	CSI LEASING, INC.	michelle.taylor@csileasing.com
16534301	CORNELL SANDERS TECHNOLOGY	hdunn@cornellsanders.com
16539901	INTEGRATED VOTING SOLUTIONS, INC	erick@thepresort.com
16539901	INTEGRATED VOTING SOLUTIONS, INC	harm@integravote.com
16553501	TT MAILING SERVICE INC	lupe@ttmailingservice.com
16562101	SUTHERLAND GLOBAL SERVICES	govtstate.activities@sutherlandglobal.com
16562401	SOURCE CODE 3 LLC	info@sourcecode3.com
16580801	PAULETTE TERRY	terrymangentco@yahoo.com
16642901	GCORP CONSULTING	james.graham@gcorp.info
16652401	INVERTIX CORPORATION	cparisot@invertix.com
16662401	ESO SOLUTIONS	elaine.gordon@esosolutions.com
16673801	THE MAILS INN	themailsin1@aol.com
16686801	PITNEY BOWES INC	tollece.al-aziz@pb.com
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16835501	CONFIRMDelivery.COM, INC.	nwelton@confirmdelivery.com
16849701	DOCUSIGN, INC.	docusignbid@docusign.com
16852001	ABT ELECTRONICS INC	cprouty@abt.com
16868501	BISCOM, INC	anna@biscom.com
16896101	COALITION TECHNOLOGIES	joel@coalitiontechnologies.com
16900701	FANEUIL, INC	chelsea.millsaps@faneuil.com
16921201	BIT CALIFORNIA LLC	dchavez@dfsmail.com
16963501	SCOTT BARKER	gabriel@bullseyeb2b.com
16987301	MAILING US/NOTEPADS INC	maggie@mailingus.com
16993201	HIGH POINT MARKETING	kaylee@highpointmarketing.com
17007201	AMIR SHAHBAZIAN	amirshahbazian@gmail.com
17011501	SPRINT DENVER, INC.	patjahla@msn.com
17064301	CDS GLOBAL, INC.	info@cds-global.com
17226901	TECH MYNDS INC	ss@techmynds.com
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17384101	RL MARKETING,LLC	service@rlmarketingllc.com
17437501	SWISS POST SOLUTIONS	doug.christensen@swisspost.com
17492701	HANNON HILL CORPORATION	sarah.golden@hannonhill.com
17497501	K'WEST PRINTING	mike@kwestprinting.com
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17520701	FIRST BILLING SERVICES	lsommers@firstbilling.com
17523701	J H FINCH INC	sales@jhfinch.com
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17539301	QUADRIGAE GLOBAL ENTERPRISES, INC.	james.stossel@quadrigaeglobal.com
17557601	TURBOBID INC	anthony@turbobid.com
17585901	CROSS COUNTRY LENDING INC	kevin@vetnationalmail.com
17671501	ANCHOR SOFTWARE	aaruldoss@anchorcomputersoftware.com
17702001	EDNA OSEPANS	edna.osepans@gmail.com
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17728901	BERKONE, INC	jkedl@berkone.com
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17785001	ST JOACHIN CHARITABLE ORGANIZATION	lssystems@yahoo.com
17871601	DAN SIWULEC COMMUNICATIONS MARKETING, INC.	dkspuck@aol.com
17875801	MOXIE IT SOLUTIONS INC	hr@moxieit.com
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50192206	FEDERAL EXPRESS CORP	customersolutions@fedex.com
50587301	FRANCOTYP-POSTALIA, INC.	rwood@fp-usa.com

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50706001	INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY	mmarin@211la.org
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51054101	HASLER, INC.	smcguire@pm-hn.com
51219901	DWC PACKAGING SYSTEMS INC	smcguire@prioritymailingsystems.com
51219902	DWC PACKAGING SYSTEMS INC	smcguire@prioritymailingsystems.com
51219904	DWC PACKAGING SYSTEMS INC	smcguire@prioritymailingsystems.com
514990	PROMPT DELIVERY INC	tsanchez@messengers.com
51499001	PROMPT DELIVERY INC	anemandoust@messengers.com
51499001	PROMPT DELIVERY INC	olgam@messengers.com
51499001	PROMPT DELIVERY INC	jneiman@messengers.com
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524636	VALLEY COURIERS, INC.	shahram@valleycouriers.com
52463601	VALLEY COURIERS, INC.	hassan@valleycouriers.com
52470701	LICHER DIRECT MAIL & PRINTING	lindsey@licherdm.com
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52853107	RICOH USA INC	greg.callinan@ricoh-usa.com
52885201	GOVPLACE	msteiner@govplace.com
52885201	GOVPLACE	msteiner@govplace.com
52885202	GOVPLACE	pallen@govplace.com
52955901	ZMH INCORPORATED	westcoastmailers@adelphia.net

**MAIL PROCESSING SERVICES
FIRM/ORGANIZATION INFORMATION AS PROVIDED BY CONTRACTOR**

FIRM INFORMATION	Novitex Enterprise Solutions, Inc.
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BUSINESS STRUCTURE	Corporation
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CULTURAL/ETHNIC COMPOSITION		NUMBER
OWNERS/PARTNERS	Black/African American	N/A
	Hispanic/Latino	N/A
	Asian or Pacific Islander	N/A
	American Indian	N/A
	Filipino	N/A
	White	N/A
	<i>Female (included above)</i>	N/A
MANAGER	Black/African American	123
	Hispanic/Latino	23
	Asian or Pacific Islander	17
	American Indian	0
	Filipino	1
	White	319
	<i>Female (included above)</i>	182
STAFF	Black/African American	2146
	Hispanic/Latino	393
	Asian or Pacific Islander	380
	American Indian	38
	Filipino	31
	White	2195
	<i>Female (included above)</i>	2602
Total # of Employees		7658

COUNTY CERTIFICATION	
CBE	No
LSBE	No
Other Certifying Agency	No